

A G R E E M E N T
BETWEEN
TOWNSHIP OF WASHINGTON
MERCER COUNTY
AND
WASHINTON TOWNSHIP
TEAMSTER'S LOCAL NO. 35
COMMUNICATIONS OFFICERS

JANUARY 1, 2005 THROUGH DECEMBER 31, 2007

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AGREEMENT

AGREEMENT dated this _____ day of _____, 20__ by and between **WASHINGTON TOWNSHIP**, a municipal corporation of the state of New Jersey, hereinafter referred to as “Employer” and the **TEAMSTERS LOCAL NO. 35**, affiliated with the International Brotherhood of Teamsters, AFL/CIO, herein referred to as the “Local.”

WHEREAS, the parties have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work, and other conditions of employment of Communications Officers, (hereinafter collectively referred to as “Employee” or “Employees”) of the Police Department of Washington Township;

NOW, THEREFORE, WITNESS:

In consideration of these promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the “Township,” as hereinafter defined, recognized as being represented by the Local, as follows:

ARTICLE I
INTERPRETATION AND RECOGNITION

A. RECOGNITION OF BARGAINING UNIT

- 1. The employer hereby recognizes Teamsters Local No. 35, affiliated with the International Brotherhood of Teamsters, AFL/CIO, as the sole and exclusive negotiating agent and representative of all the employees in the bargaining unit as defined immediately below, for the purposes of collective bargaining settlement of grievances, rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, and all other related matters.**
- 2. The bargaining unit shall consist of all Communications Officers working more than an average of thirty (30) hours per week in the Police Department of the Township of Washington.**

ARTICLE II
RIGHTS OF THE PARTIES

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting, the generality of the foregoing, the following rights:**
- 1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;**
 - 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer Communications Officers within the Police Department;**
 - 3. To suspend, demote, discharge or take other disciplinary action for just cause according to law.**
- B. The Exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the provisions of this Agreement and only to the extent such provisions hereof are in conformance with the Constitution and Laws of New Jersey and the United States.**
- C. Nothing contained herein shall be construed to deny or restrict the Township its powers, rights, authority, duties and responsibilities under R.S.40 and 40A or any other federal, state, county laws or local ordinances.**

**ARTICLE III
COLLECTIVE BARGAINING PROCEDURE**

Collective bargaining meetings shall be held at times and places mutually convenient, at the request of either party. Whenever members of the Local (whether agent or designee or designees) are mutually scheduled by the parties hereto to participate, during working hours, in conferences, meetings or in negotiations respecting the collective bargaining agreement, such members, agent or designee or designees will suffer no loss in pay.

**ARTICLE IV
MAINTENANCE OF STANDARDS**

The Townships agrees that current general working conditions shall be maintained at prevailing levels, except where improved by the terms of this Agreement, specifically altered by this Agreement, or eliminated by this Agreement. It is recognized by both parties that this Agreement is the initial contract between the parties, and that it is comprehensive in its terms concerning wages and benefits, including but not limited to sick leave, vacation, personal leave, holidays, overtime, clothing allowance and all other matters addressed in the contract, and the parties further recognize that they have altered certain conditions prevailing prior to the execution of this contract.

**ARTICLE V
NON-DISCRIMINATION**

The Employer and the Local both recognize that there shall be no discrimination by reason of sex, color, national origin, ancestry, physical disability, political belief, marital status, creed, racial origin, age or by reason of union membership as far as employment is concerned or as far as any opportunity for improvement of jobs or as a continuation of employment.

The Employer and the Local agree that they will not interfere with or discriminate against any Employee because of membership or non-membership or because of legitimate activity on behalf of the Local.

**ARTICLE VI
PROBATIONARY PERIOD**

All employees, prior to becoming a regular employee with the Township shall serve a probationary period of one (1) year. During the probationary period an employee shall serve at will, and may be terminated with or without cause.

**ARTICLE VII
RULES, REGULATIONS AND SAFETY CODE**

The Township may establish such reasonable rules as it deems necessary or desirable provided that such rules are not in conflict with the terms of this Agreement. A copy of such rules shall be sent promptly to the Union. Any changes in or addition to these rules or regulations will be given in writing to the Union before implementation.

ARTICLE VIII
SICK LEAVE AND WORKER'S COMPENSATION

A. DEFINITION

Sick leave shall mean paid leave to employees when they are unable to perform their work by reason of personal illness, accident, or to attend to a member of the immediate family who is seriously ill or requires their presence, or to keep doctor appointments which could not be scheduled after working hours.

B. ACCUMULATION OF SICK TIME

Sick leave shall be available to full-time employees and to part-time employees on a pro-rated basis as defined below.

Paid sick leave shall accrue on the basis of eight (8) hours per full month worked during the remainder of the first calendar year of employment after initial appointment, and one hundred twenty (120) hours earned at ten (10) hours per full month worked every calendar year thereafter. Any amount of paid sick leave not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed. Sick time will be credited to all employees on January 1 of each calendar year. All used, but unearned, sick time must be repaid at time of termination.

All employees having a balance of eighty (80) hours unused, earned sick hours of their allotted one hundred twenty (120) hours sick time for that calendar year, will have the option during the middle of December to "buy back" forty (40) hours of those hours at regular straight time pay rate for compensation from the Township. Those employees not electing to buy back their hours would then be permitted to accumulate all sick hours.

C. NOTIFICATION OF ACCUMULATION

Notwithstanding unusual circumstances, Employees shall each be given a written accounting of his/her own accumulated sick leave days no later than February first of each year.

D. REPORTING OF SICK LEAVE ABSENCE

Each employee is required to notify the Chief of Police or his designee at least two (2) hours prior to the shift starting time. Exceptions to this include a serious accidental injury, hospitalization, and when it is known in advance that the employee will be absent for a certain period of time. Notwithstanding an emergency which would prevent proper notification, failure to report absence from duty for a period of twenty-four (24) consecutive scheduled work hours shall constitute a resignation not in good standing.

E. SMALLEST UNIT OF TIME FOR SICK LEAVE

The smallest unit of time that may be charged to sick leave shall be one (1.0) hour per day.

F. REQUIREMENT FOR DOCTOR'S NOTE

1. When an employee has been absent for twenty-four (24) consecutive scheduled working hours, said employee shall be required to bring in a doctor's note indicating the nature of illness and noting days that the employee was not able to work. The Chief of Police will not authorize an employee's return without the doctor's note. Failure to provide this documentation shall constitute grounds for disciplinary action.
2. After a total of six (6) sick occurrences, with an occurrence being defined as a non-contiguous sick time usage, which have not been documented by a physician, the employee shall be required, for a period of one (1) year, to present a doctor's certification for illness or injury for each and every subsequent sick day taken before being allowed to return to work. Absent such doctor's certification, the employee will not be paid for the sick time taken and shall constitute grounds for disciplinary action. The cost of obtaining the physician's certification will be borne by the employee

G. QUARANTINE

- 1. If an Employee is exposed to a contagious or communicable disease or condition while on duty that can be transmitted to other Township Employees or to a citizen and result in his/her being quarantined for public health purposes, the Employee is mandated to take sick leave which shall not be charged against the individual Employee's sick time. The Employee shall return to duty only when certified upon medical examination and report. The Employee shall at the outset produce medical certification that he was exposed to such contagious or communicable disease or condition and such certification shall state that he/she should not appear at work and is quarantined.**
- 2. In case of leave of absence due to exposure of contagious disease, a certificate from the State or Local Division of Health shall be required.**

H. ILLNESS DURING VACATION

If an Employee becomes sufficiently ill so as to require in-patient hospital care while he/she is on vacation, he/she may charge such period of illness and post-hospital recuperation against sick leave, at his/her option. The Employee must submit a doctor's certificate as to the need for in-hospital care and post-hospital recuperation.

I. NON-DUTY ACCIDENT OR ILLNESS

Any employee who is sick or disabled as a result of a non-duty related accident and who, by virtue of such illness or disability, uses all of his sick days which had been accumulated at the onset of such illness or disability shall be eligible to file for State Disability Benefits after exhausting all sick, personal and vacation days. No sick days will accumulate during such time as the Employee is on disability or sick leave; sick leave will accumulate only during months actually worked or while any Employee is on disability due to injury received in the line of duty.

J. PAYOUT OF ACCRUED SICK TIME UPON RETIREMENT OR RESIGNATION

Upon retirement, or resignation in good standing, of any Employee, in accordance with applicable statutes and regulations, said Employee shall be entitled to receive lump sum payment, as supplemental compensation, for each full day of earned and unused accumulated sick leave which is credited to him/her on the effective date of his/her retirement or resignation in good standing. The supplemental compensation payment to be paid hereunder shall be computed by multiplying his/her regular straight time pay rate upon the effective retirement, or resignation, date by fifty percent (50%) of accumulated sick leave time which the Employee has at the time of retirement, or resignation, provided however that said payment shall in no event exceed the sum of eighteen thousand (\$18,000) dollars.

**ARTICLE IX
MISCELLANEOUS LEAVES**

Employees shall be entitled to the following temporary non-accumulative leave of absence with full pay each year:

A. FUNERAL LEAVE

1. Up to forty (40) scheduled working hours at any time in the event of death of an Employee's spouse, child, parent, grandparent, father-in-law, mother-in-law, brother, sister, and any other member of the immediate household. The aforementioned hours must be used within seven calendar days of the day of death. Additional time for travel may be allowed at the discretion of the Chief of Police.
2. The day of funeral only in the event of death of an aunt, uncle, brother in law, or sister in law.

B. LOCAL-RELATED ACTIVITY LEAVE

Leave from duty with full appropriate pay shall be granted the members of the Local Negotiations Committee who attend meetings between the Employer and the Local for the purpose of negotiating the terms of the contract, provided said Employee is scheduled to duty at the time set for any such meeting.

C. LEAVE OF ABSENCE

A leave of absence without pay and without accrual of fringe benefits may be granted for good cause to any Employee for a period of up to one (1) month. Such leave shall be granted at the discretion of the Employer after recommendation from the Chief of Police, and the approval of the Township Mayor.

D. PERSONAL DAYS

1. Each Employee shall receive twenty-four (24) hours personal time each year.
2. Twenty-four (24) hours notice shall be required for personal day use. Emergency use of personal days will require approval of the Employee's immediate Supervisor.
3. Personal days shall be credited on the assumption that the Employee will be employed the full year. In the event the Employee resigns or is terminated, he/she shall be entitled to personal days based on eight (8) hours for each four (4) months worked during the calendar year. Any excessive use of personal days at time of termination will be deducted from the Employee's last pay check.

E. MATERNITY AND PATERNITY

Maternity and Paternity leaves shall be governed by the applicable provisions of the New Jersey and Federal Law including the Family Leave Act, N.J.S.A. 34:11B-1 et. seq. and the Family Leave Act, 29 U.S.C. 2601 et. seq., as each may be applicable.

ARTICLE X
INSURANCE PROTECTION

A. FULL HEALTH CARE COVERAGE

The Employer shall provide the health care protection designated below. The Employer shall pay the full premium for each Employee and, in cases where appropriate, for family-plan insurance coverage.

1. **CARRIERS** – Insurance Services shall be provided by carriers selected by the Township. The coverage shall include basic medical, preventative, dental, prescription, vision, hospitalization, and medical-surgical coverage. Prior to changing carriers, the Township will discuss said change with the Local, and agree to provide coverage that is equivalent or better than existing coverage.

B. DENTAL INSURANCE

Employees shall be included in the dental care program selected by the Township. The Employer shall pay the full premium for each Employee and, in cases where appropriate, for family-plan insurance coverage. Dental coverage shall be 80% preventive and diagnostic, 50% remaining basic, 50% major work, 0 deductible, not to exceed \$1000 maximum per year, no Orthodontics.

C. PRESCRIPTION DRUGS

A benefit plan shall be provided by carriers selected by the Township. Premiums for employees and their legal dependents will be paid for entirely by the Township. Prior to changing carriers, the Township will discuss said change with the Local, and agree to provide coverage that is equivalent or better than existing coverage.

D. VISION CARE COVERAGE

Employees will be eligible for vision care reimbursement in an amount not to exceed \$200.00, every two years, commencing after ninety (90) days of full-time employment. Reimbursements will be for amounts not previously covered under the employee's Health Benefit Coverage.

E. MEDICAL BENEFITS UPON RETIREMENT

(i) All employees hired prior to January 1, 2005 shall, upon retirement and for the duration of their lifetime, be provided continuing medical and prescription benefits under the same coverage for said employee at the time of retirement and under such medical plan that is in effect by the Township at the time of the employees' retirement, at the full expense of the employer. All employees hired after January 1, 2005 shall not be provided medical and prescription benefits by the Township. However, upon retirement, any employee hired after January 1, 2005 shall have the option to elect to continue medical and prescription coverage within the township medical plan in effect by the Township at the time of the employee's retirement, at their own expense, and at a rate equivalent to the actual cost for the member. The Employer agrees that discussion regarding the removal or reduction of "medical benefits upon retirement," shall be non-negotiable. Discussion regarding improvements to this section shall be allowed.

(ii) For purposes of this Section E, "retirement" is defined to mean the end of employment with the Township after an employee reaches his or her fiftieth (50th) birthday and after the employee has accumulated twenty-five (25) years in the Public Employee Retirement System (PERS) and is eligible to collect a service retirement pension from PERS. Only those employees who have completed a total of twenty-five (25) years of government employment in PERS are eligible to purchase medical benefits through the township, although that service could include years other than in the Township.

ARTICLE XI
HOLIDAYS

- A. The Employees covered by this Agreement shall receive thirteen (13) holiday days, which are listed as follows:**

New Year's Day
Martin Luther King, Jr.'s Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day – General
Thanksgiving Day
Friday after Thanksgiving Day
½ Day Christmas Eve Day
Christmas Day
½ Day New Years Eve Day

- B. Holiday compensation shall be computed at a straight hourly rate of pay based upon an eight (8) hour day for each respective Employee. Employees may, in the alternative, take compensatory time off for such holidays. Holiday pay, or if elected compensatory time, shall be given to all Employees, whether or not they are scheduled off from work on the holidays. If an Employee covered by this agreement is required to work on a holiday, they will additionally be compensated at a rate of one and one-half (1 ½) their straight hourly rate of pay for the hours worked.**

ARTICLE XII
VACATION AND VACATION PAY

A. QUALIFICATION FOR THE EXTENT OF VACATION

The following vacation schedule shall be effective January 1, 2005:

First full calendar month through December 31 of year of appointment:	four (4) hours per month
After first calendar year through three years:	Eighty-Eight (88) hours per year
Forth calendar year through Nine years:	One-Hundred-Twenty-Eight (128) hours per year
Tenth calendar year through Fourteen years:	One-Hundred-Sixty-Eight (168) hours per year
Fifteenth calendar year and beyond:	Two-Hundred-Eight (208) hours per year (this amount starts in year 2007).

1. **Vacation Time, after first calendar year of employment, shall be credited to the Employee on January 1 of each year. In the event the Employee resigns, or is terminated, prior to the completion of the full work year, the vacation time for that year shall be calculated based on a pro-rated time period based upon the appropriate vacation time allotted for the Employee's years of service as outlined above. Any excessive use of vacation time, at time of resignation or termination, shall be deducted from the Employee's last pay check.**
2. **Employees who terminate service voluntarily will be paid accumulated vacation benefits on the last day of employment, prorated to date of termination.**
3. **Each Employee without restriction shall be entitled to carry-over up to forty (40) hours of earned and accumulated vacation time into the next calendar year. All carried-over vacation time shall be utilized by the Employee in the calendar year into which the vacation entitlement was carried. No carried-over vacation time may be further carried-over or accumulated unless the Employee is unable or prevented from taking any vacation as a result of municipal business, working conditions, or job related illness or injury; then his/her earned accumulated and unused vacation time shall be carried over to the next calendar year no matter the number of unused vacation days for that year. All unused earned vacation days may be accumulated without limit to the next year with the permission of the Chief of Police, and the Township Mayor, as long as conditions of this paragraph are met.**

4. The current year's earned vacation time, and any accrued vacation time, may be taken by an Employee as termination leave upon the Employee's retirement and shall be pro-rated if the circumstances require as a result of the Employee's actual retirement date. The Employee, at his/her option, may elect not to take his/her current year's earned vacation time and any accrued vacation time carried over into that year and instead receive cash payment for all accumulated vacation time, which moneys shall be paid within two (2) weeks of Employee's last working day.

B. VACATION PERIOD

The parties recognize that the scheduling of vacation is a management prerogative. In accordance with such recognition, vacation period shall be taken in blocks of one (1) or more days, at the Employee's sole option. All Employees shall have one (1) week which can be split as a matter of right. If an employee has four (4) weeks of vacation entitlement, then two (2) weeks can be split as a matter of right. Beyond these entitled one or two weeks amounts, or vacation which can be split into blocks as a matter of right, the Chief of Police or his designee shall have the discretion to grant or deny additional split time.

If a conflict should arise with respect to the scheduling of vacation periods among the various Employees, such matters shall be resolved on the basis of seniority and with the consent of the Chief of Police or his designee.

C. PAYMENT OF VACATION PAY

1. The amount of vacation pay to be received by an Employee in accordance with the benefits noted herein shall be determined by the hourly salary of the Employee at the time the vacation benefits are utilized.
2. If requested, vacation pay shall be paid to the Employee (in addition to his/her regular earnings) during the pay period prior to the beginning of his/her declared vacation period.

**ARTICLE XIII
SALARIES**

Salaries for Employees covered by this Contract shall be as set forth in Appendix A and B, "Salary Schedule."

**ARTICLE XIV
OVERTIME / COMPENSATORY TIME**

A. DEFINITION OF OVERTIME

Overtime is defined as any time worked in excess of eighty (80) hours in a two week pay period or any time worked in excess of a regularly scheduled work day spent at regular duties or other assigned duties, consistent with this agreement, either before or after the regularly daily work hours, or any day other than provided for in the regular work year. Overtime compensation shall be paid for all work consistent with the definition of overtime as stated above.

B. QUALIFICATION FOR OVERTIME AND RATE OF COMPENSATION

1. All Employees covered by this Agreement shall be paid one and one-half (1 ½) times their respective straight time hourly rate (at whatever said straight time hourly rate would be for the work week during which such overtime is worked) for any and all overtime work as defined immediately above in Section A.
2. Overtime shall be calculated as beginning after the completion of the normal working shift in the event that the Employee should be required to remain at his/her duties beyond the completion of said shift.
3. In the event that there is a call-back to work during a period when the Employee is not scheduled to work, said Employee shall receive overtime pay at an overtime rate for the period of said call-back, with a minimum of two (2) hours for each call back.
4. Distribution of overtime will be done on a rotating basis in order of seniority to the extent practicable.
5. A twenty-eight (28) day work schedule consisting of one-hundred-sixty (160) hours shall be established in an eight (8) or twelve (12) hour schedule in rotation. Any hours in excess of one-hundred-sixty (160) shall be considered overtime.

ARTICLE XV

COURT TIME

Employees required to testify or appear in any court, not during a regular work schedule, relating to matters resulting out of the performance of his/her duties, shall be compensated for actual time spent at court only.

ARTICLE XVI

UNIFORMS

A. UNIFORM ISSUANCE UPON EMPLOYMENT

Each new hired Communication Officer will be issued the following uniforms at the expense of the Employer:

Three (3) Navy Long Sleeve Shirts (Winter Uniform Shirt)

Three (3) Navy Turtleneck Shirts (Winter Under-Uniform Shirt)

Three (3) Navy Pants (Uniform Pants)

Three (3) Gray Short Sleeve Polo Shirts (Summer Uniform Shirt)

One (1) Uniform Belt

One (1) Uniform Name Plate

One (1) Uniform Communication Officer Badge

The purchase of approved footwear shall be at the expense of the Employee.

B. UNIFORM CLOTHING AND CLEANING ALLOWANCE

Starting in 2006, the clothing and cleaning allowance shall be incorporated into the base salary.

**ARTICLE XVII
TRAVEL ALLOWANCE**

The Township agrees to reimburse Employees for the use of personal vehicles in connection with official travel. The mileage allowance rate shall be forty-four (.44) cents per mile. Reimbursement shall be subject to approval of the Chief of Police in advance.

**ARTICLE XIII
MEAL ALLOWANCE**

The Township agrees to reimburse Employees for meals, while attending previously approved conferences with appropriate receipts according to the schedule outlined below. No reimbursement shall be made for a single day seminars or conferences, with the exception of Terminal Agency Coordinator (TAC) Officer Training which is held twice a year. Attendees to this training will receive reimbursement for lunch with the presentation of the appropriate receipts.

Breakfast	\$ 6.00
Lunch	\$ 9.00
Dinner	\$14.00

**ARTICLE XIX
PAY PERIOD**

All wages shall be due and payable in full every two (2) weeks, in accordance with Township Policy on Friday.

The pay period shall be defined as starting at the beginning of the normal scheduled morning shift on Monday through the completion of the regular scheduled overnight shift on the second following Sunday, encompassing a total of three-hundred-thirty-six (336) hours.

**ARTICLE XX
WORK PERIOD**

The work period for all Employees covered by this Agreement shall consist of not more than one-hundred-sixty (160) hours in a twenty-eight (28) day work schedule. All other hours beyond one-hundred-sixty (160) shall be considered overtime and compensation shall be in accordance with the provisions of Article XIV.

**ARTICLE XXI
MINIMAL SHIFT COVERAGE**

The Township, in the sole discretion of the Chief of Police, shall attempt *to* maintain a minimum staffing of two (2) Communication Officers to the utmost of its ability within normal scheduling, and also agrees to ensure, to the best of its ability, a minimum of two (2) Communication Officers when additional, not regular squad scheduled, Police Officers are on duty for the purpose of additional enforcement details such as “Click-it or ticket,” “DUI enforcement,” or other similar details which would generate additional communication flow and work responsibilities.

**ARTICLE XXII
OUTSIDE EMPLOYMENT**

All Employees covered by this contract shall notify the Chief of Police of outside employment. Upon approval, or denial, a copy of said notification shall be placed in the Employee’s personnel file.

**ARTICLE XXIII
CHECK-OFF**

The Employer shall deduct dues, Initiation fees and uniform assessments required by the Local from the wages of all Employees covered by this Agreement who have filed with the Township a proper dues deduction authorization clause as required by the laws of the State of New Jersey. The Local shall advise the Employer of the fixed and standard dues, initiation fees and

uniform assessments of those members and payments will be made to the Local on or before the fifteenth (15th) of each month.

In the event any dues or initiation fees are inadvertently paid in error by the Township, the Employee shall not hold the Township liable for same.

The Local shall defend and hold harmless the Employer with respect to any litigation resulting from the reliance by the Employer on dues deduction forms furnished to the employer on behalf of the employees covered under this Agreement.

**ARTICLE XXIV
BULLETIN BOARD**

The Employer shall permit the Local to have its own bulletin board located in the Police Building for the posting of notices concerning Local business and activities. All such notices which shall be placed on said bulletin board shall be signed by the President or other authorized Employee of the Local.

**ARTICLE XXV
TIME OFF FOR UNION ACTIVITIES**

The Employer agrees to grant the necessary time off without discrimination or loss of seniority and without loss of pay to the Shop Steward designated by the Union, in writing, to the Employer, to act as an elected Union Officer, Business Agent, Organizer, or to attend a Labor convention not to exceed two (2) days per annum.

Permission for such time off must be requested of the Chief of Police, in writing, at least four (4) weeks in advance.

ARTICLE XXVI
WORK PERFORMED BY COVERED EMPLOYEES

All work performed in any classification covered under this Agreement shall first be offered to Employees covered under this Agreement; and no work under any classification covered by this Agreement shall be offered to either the Employer or the Employer's representatives, or any other person or employees unless sufficient unit Employees are not available for any reason. Offering work to non-unit persons shall not cause reduction of the unit or deprive any unit employee of compensation.

ARTICLE XXVII
UNION RIGHTS

A. ACCESS TO PREMISES

Authorized agents of the Union shall have access to the Township premises at any time during working hours for the purpose of adjusting disputes, investigating working conditions, collecting of dues, and ascertaining that the Agreement is being adhered to. Non-Employee agents shall notify the Chief of Police.

B. INSPECTION OF PAYROLL RECORDS

Whenever a complaint is made concerning the wages, vacation, and/or holidays of an Employee, the complaining employee and the Union shall have the right to inspect the Township's payroll and time records during the grievance procedure. Said requests shall be submitted in writing to the Chief of Police, authorized by the Township Administrator, and will be conducted with a Township Official present.

C. AGENCY SHOP

Any full time Employee or part time Employee working thirty (30) hours a week or more in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter and any new Employee who does not join within thirty (30) days of their date of hire shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. This representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, initiation fee and assessments as certified by the Union to the Employer.

**ARTICLE XXIII
DISCIPLINE AND DISCHARGE**

No permanent Employee may be dismissed or suspended without just cause. Nothing shall prohibit the Union from investigating any dismissal or suspension and resorting to the Grievance Procedure provided in this Agreement. In the event that it is decided, as provided in the Grievance Procedure set forth in this Agreement, that the suspension or discharge was without just cause, the decision shall provide for reinstatement with back pay. Except where an emergency prevents it, grievances concerning dismissal or suspension shall be advanced over all other matters pending for grievance hearings and shall be promptly heard.

With respect to discharge or suspension, except on grounds for immediate dismissal as described herein, the Employer agrees to follow the principles of corrective discipline with respect to other offenses.

A warning shall be given for the first and second offenses of an Employee in violation of Township rules, but reprimands for any offense thereafter shall be cumulative. All warnings and reprimands given to Employees who violate Township rules shall be issued in writing and copies shall be given to Union representatives as provided herein. No other warnings or reprimands shall be considered. A reprimand shall not remain in effect for a period of more than eighteen (18) months. Procedures for the handling of offenses and penalties to be involved are as follows:

Step One – Formal reprimand shall be given to the Employee for the first violation with a copy to the Employee’s Shop Steward.

Step Two – A formal reprimand and a one (1) day suspension shall be given to the Employee for his/her second violation of Township rules with a copy to the Employee’s Shop Steward and Union. This written reprimand shall be placed in Employee’s personnel record and will be eliminated as stated above.

Step Three – A maximum suspension of three (3) days may be given for the next reprimand. The suspension notice shall be given to the Employee in writing, with copies to the Employee’s Shop Steward and the Union. The suspension may be taken to the Employer by the Union for discussion as to the maximum penalty. This action shall become part of the Employee’s personnel record and will be eliminated as stated above.

Step Four – A maximum suspension of five (5) days may be given for the next reprimand. The suspension notice shall be given to the Employee in writing, with copies to the Employee’s Shop Steward and the Union. The suspension may be taken to the

Employer by the Union for discussion as to the maximum penalty. This action shall become part of the Employee's personnel record and will be eliminated as stated above.

Step Five – Discharge. The parties agree that causes for dismissal without first discussing the matter with the Union shall be the following:

- 1. Calling or participating in any strike, work stoppage, slowdown, sick-out, walk-out, or like action;**
- 2. Drunkenness, established during working hours, or being under the influence of alcohol during work hours, or coming into work under the influence of alcohol;**
- 3. Theft or dishonesty;**
- 4. Assault on Township employees or Township representatives;**
- 5. Possession and/or use of drugs of substance in violation of and as defined in N.J.S.A. 24:21-1 et seq or N.J.A.C. 2C:35-1 et seq; or**
- 6. Conviction of federal, state and/or municipal criminal offense.**

In each instance, the employer shall notify the Shop Steward within one (1) working day of the action taken in writing with a copy to the Union. The parties agree that any action taken dismissing or suspending may be subject to the Grievance Procedure and arbitration as provided in this Agreement.

**ARTICLE XXIX
GRIEVANCE PROCEDURE**

The term grievance means a complaint regarding alleged misinterpretation, misapplication, or violation of the terms and conditions of this Agreement.

A grievant is defined as any individual or entity which has been, is being, or may be affected by any issue or controversy or dispute or application as indicated in the definition of a grievance. The Local may initiate or file a grievance on behalf of an injured or unavailable Employee. The Township may be a grievant.

Where disciplinary proceedings have been instituted, the grievance procedure shall not be available during the pending period of such disciplinary proceedings for issues arising out of the subject matter of charges. Any issues finally determined or resolved during or in the course of a disciplinary proceeding shall be considered a final disposition as to those issues for the purpose of any subsequent grievance. All other rights and benefits under this Agreement shall be available to the subject Employee during the pending period of any disciplinary proceeding.

Grievances, disputes, or controversies which may arise shall be resolved in the following manner:

A. CONTENTS OF GRIEVANCE

A written grievance shall meet the following specifications:

1. It shall be specific.
2. It shall contain a synopsis of the facts giving rise to the dispute, controversy, or issue
3. It shall specify the section of the contract or rule or regulation or statute or ordinance which has been allegedly violated, misapplied, or as to which the dispute arises.
4. It shall state the relief requested.
5. It shall contain the date of the alleged dispute, controversy, or issue.
6. It shall be signed by the grievant.

B. COUNTING OF TIME

The limits, as indicated, exclude Saturday, Sunday, and legal holidays, except where the calendar days are indicated.

C. STEP PROCEDURE

1. **Step One – Within three (3) calendar days after its occurrence, the aggrieved Employee shall discuss his complaint with his immediate supervisor. It shall be discussed verbally and, if resolved, no further action shall be taken. If not resolved on an informal discussion basis within three (3) working days, the grievance shall be reduced to writing within seven (7) calendar days, signed by the aggrieved and submitted to the Chief of Police. The Chief of Police shall investigate the grievance and provide a written answer to the grievant within seven (7) calendar days of the date of submission.**
2. **Step Two – In the event the grievance is not resolved at Step One, then the grievance shall be submitted in writing within seven (7) calendar days by the grievant to the Township Administrator. The Township Administrator, or his designee, shall submit his written answer to the grievant within seven (7) calendar days.**
3. **Step Three – In the event the grievance is not resolved at Step Two, then the grievance shall be submitted in writing within seven (7) calendar days by the grievant to the Township Mayor. The Township Mayor, or his designee, shall submit his written answer to the grievant within seven (7) calendar days.**
4. **Step Four – In the event the grievance is not resolved at Step Three, the grievant may seek relief at arbitration as herein specified, except that in all matters involving Federal or State constitutional issues or civil rights questions, the grievant shall have the right to seek a resolution of his grievance, either at binding arbitration or in the courts. All costs of arbitration proceedings shall be borne by both parties equally. In all respects, the initiation of binding arbitration or court process shall begin within forty-five (45) days after receipt of written resolution from the Township Administrator.**

D. ARBITRATION

- 1. Arbitration requests shall be directed to the Public Employment Relations Commission subject to the rules then existing of such agency. The aggrieved party shall copy the other party on his request. The request shall specify the particulars of the grievance and the contract provision(s) allegedly violated.**
- 2. The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employment Relations Commission.**
- 3. An arbitrator shall not have the power or authority to add to, subtract from, or modify the provisions of this Agreement or the laws of the State of New Jersey, and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The arbitrator shall not submit observations or declarations of his opinions which are not relevant in reaching the determination. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement except if otherwise provided within this Agreement.**
- 4. Neither the Local nor the Township may withdraw any notice of its desire to arbitrate a case or otherwise discontinue arbitration proceedings, except with prejudice, unless the other party shall consent that such withdrawal or discontinuance be without prejudice.**
- 5. The decision of the arbitrator is final and binding upon both parties, and the grievance shall be considered permanently resolved subject to either party's right to appeal provided by statute and/or enter a judgment on the award in the Superior court.**
- 6. The expenses of the arbitrator shall be equally borne by the parties. Each party shall make arrangements for, and pay the witnesses which are called by it.**
- 7. If the Public Employment Relations Commission is abolished or its mission substantially changed to the extent of it handling arbitration matters, the parties shall meet to agree upon another method of choosing an arbitrator.**

E. GENERAL PROVISIONS AND EXCEPTIONS TO GRIEVANCE PROCEDURE

- 1. No grievance settlement reached under the terms of the Agreement shall add to, subtract from, or modify the terms of the Agreement.**
- 2. Grievance resolutions or decisions at Step One through Step Four shall not constitute a precedent in any arbitration or other proceeding unless a specified Agreement to the effect is made by the Township and the “Local.”**
- 3. Where a grievance involves, exclusively, an alleged error in calculation of salary payment, the grievance may be timely filed within three (3) days of the time the individual shall reasonably have known of its occurrence.**
- 4. The aggrieved Employee and his designated Employee representative shall be allowed time off without loss of pay as follows:**
 - a. As may be required for appearance at a hearing of the Employees grievance scheduled during working hours.**
- 5. Where the Employee or the Local requests Employee witnesses, permission for a reasonable number of witnesses required during a grievance proceeding will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the time of appearance as required if during his normal scheduled working hours. The witnesses to appear for the grievant shall, when called to testify, be excused from duty with no loss of pay.**

ARTICLE XXX
SAVINGS CLAUSE

In the event that any provision of this Agreement is declared unlawful or unenforceable under state or federal rule or regulation or administrative rules, such provision shall be deleted from this Agreement and the other provisions of the Agreement shall remain in the full force and effect for the duration of the Agreement.

ARTICLE XXXI
SENIORITY

A. PREFERENCE

A full time Employee shall have seniority, for all purposes, over part time employees. Seniority shall be determined from the first date of employment with the Township, provided service is continuous.

B. LAYOFFS

In the event of layoffs, the Employee with the least seniority shall be laid off first. All Employees who are laid off shall have the first right to be re-employed and the Township shall not employ anyone as an Employee of the Police Department until all laid-off members have been fully reinstated to duty with all their current pay and privileges or have refused reinstatement.

C. REHIRING

Seniority shall be applied in cases of layoffs and rehiring.

D. PROBATIONARY DISCHARGE

The right to rehiring or reinstatement shall not be applicable to employees who are dismissed or discharged during their probationary period.

E. PROBATIONARY EMPLOYEE SENIORITY

Newly appointed probationary Employees shall have no seniority and shall not be eligible for seniority under the terms of this Agreement until they have completed the probation period. Once the Employee has completed the probation period, seniority reverts to the

Employees date of hire, and shall accumulate until that Employee resigns, is discharged, or retires.

F. JOB OPENINGS

All job openings or vacancies for Communications Officers shall be posted by the Township on the Employee's bulletin board for a period of five (5) calendar days. An Employee interested in applying for a vacancy must do so in writing to the properly posted authority.

ARTICLE XXXII

LAYOFF AND RECALL

A. NOTIFICATION OF RECALL

The Township, when recalling laid-off Employees, shall recall on the basis of seniority and shall send a registered letter to the Employee's last known address (as indicated on the Employee's record) and the Employee shall have three (3) days from receipt of such notice to respond to such recall notice. If the Employee fails to report to work within a seven (7) day period, he may be terminated. If he then is rehired, he shall be considered a new employee without his former seniority.

B. NOTICE OF LAYOFF

The Township agrees to give two (2) working days notice whenever making layoffs, to the Union and the Shop Steward and the Employee. Notice must be given in writing. Where such required notice is not given, the Township shall pay the Employee two (2) working days wages in lieu thereof. Any employee who is laid off will have one (1) year of recall rights.

C. LAYOFF-RECALL PROCEDURE

Layoff is a separation of an Employee from a position for a reason other than delinquency or misconduct. Job title of Employees subject to layoff will be determined by the Chief of Police with the approval of the Township Administrator.

D. ORDER OF LAYOFF

Layoff of Employees shall be in the order of seniority with the last Employee hired as the first laid-off.

**ARTICLE XXXIII
PAYROLL SAVINGS PLAN**

A. SAVINGS BOND PLAN

The Township shall implement a United States Savings Bond payroll savings plan for each Employee. Upon application by the Employee and delivery to the Township of the appropriate payroll deduction authorization, the Township shall make deductions from the Employee's salary in each payroll period in authorized amounts, to fund the bond purchase. All bonds are the property of and shall be delivered to the Employee. This plan shall be implemented and placed into effect without service or administrative cost to the Employee.

B. SALARY AND WAGE DEFERMENT PLAN

The Employer agrees to the initiation of money market/payroll deferment plan which shall be presented to the Employees prior to its initiation. Upon application by the Employee and delivery to the Township of the appropriate payroll deduction authorization, the Township shall make deductions from the Employee's salary in each payroll period in authorized amounts. The Employer shall bear all reasonable costs incurred in the establishments of the Plan implemented pursuant hereto.

**ARTICLE XXXIV
PERSONNEL FILES**

- A. A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained by the Chief of Police or his designee, and may be used for evaluation purposes by the Chief of Police.**
- B. Upon advance notice and at reasonable times, any Employee of the Police Department may at any time review his/her personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.**
- C. Whenever a written complaint concerning a Communication Officer or his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her and they shall be given the opportunity to rebut it if they so desire within ten (10) working days after receipt of the material. The rebuttal will be placed in the Employee's personnel file. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on**

any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

- D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any member of the Local shall subject that member to appropriate disciplinary action.
- E. Each Employee shall be supplied with a written certification from the Chief of Police or his designee, during the month of November of each year, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days, compensatory hours, and any other time which is available to the Communications Officer.

**ARTICLE XXXV
NO STRIKE CLAUSE**

It is agreed that during the term of the Agreement, neither the Local, nor its Employees or members, shall sanction, condone, or participate in any strike, stoppage of work, boycott, illegal or unlawful picketing against or within the Township of Washington, and that there shall be no lock out of Employees by the Employer.

In the event that any of the Employees violate the provisions of the above paragraph, the Local shall take the necessary steps to have the Employees who participated in such action return to their jobs and forward a copy of such order to the Employer.

The Local shall use every means at its disposal to influence Employees to return to work.

**ARTICLE XXXVI
JURY DUTY**

A regular full time Employee who loses time from his/her job because of jury duty as certified by the Clerk of the Court, shall suffer no loss of salary if the employee is regularly scheduled to work on that day. To qualify for full pay, the employee must:

- A. Notify the Chief of Police immediately upon receipt of a summons for jury service.**
- B. Not voluntarily seek jury service.**
- C. Shall reimburse the Township for wages received from jury service.**

No reimbursement of wages will be made for jury service during holidays or vacations.

ARTICLE XXXVII

SEVERABILITY OF AGREEMENT

If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held invalid by operation of law or by a court or other tribunal or competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in force and effect.

ARTICLE XXXVIII

FULLY BARGAINED PROVISIONS

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either, or both, of the parties at the time they negotiated, executed and ratified this Agreement.

ARTICLE XXXIX

REGULATIONS REGARDING PER-DIEM COMMUNICATION OFFICERS

Per-diem Communication Officers shall not be used to replace a bargaining unit member on his/her regularly scheduled shift.

Per-diem Communication Officers may be utilized under the following circumstances:

- 1. Scheduled vacation and scheduled compensatory time.**
- 2. When overtime offerings to bargaining unit members are not accepted by the bargaining unit members.**
- 3. For special events, which are defined as circumstances when three (3) Communications Officers are needed on the desk.**

Bargaining unit members shall have first right of refusal of overtime for all sick, personal, and funeral leave time.

ARTICLE XXXX
TERM OF AGREEMENT

- A. This Agreement shall be effective January 1, 2005 and shall remain in full force and effect until December 31, 2007. If the parties have not executed a successor Agreement by December 31, 2007, then this Agreement shall continue in full force and effect until a successor Agreement is executed.**
- B. Both parties will advise in writing a desire to negotiate the terms of a new Agreement.**

In witness whereof, the parties have hereunto set their hands and seals this _____ day of _____, 2006.

ATTEST:

The Township of Washington

Michele Auletta, Municipal Clerk

David Fried, Mayor

ATTEST:

Teamsters Local No. 35

Daniel A. Kreiser, President

Roger F. Grover, Secretary-Treasurer

J. Richard Slafer, Shop Steward

**APPENDIX A
TEAMSTER'S LOCAL #35 – COMMUNICATIONS OFFICERS
SALARY SCHEDULE**

Proposed contract starting year 2005 change to three steps (step outline below), plus add clothing into base pay in 2006, 3.5% annual raise per year.

		2005			2006					2007		
STEP	TITLE	NEW BASE	HOLIDAY	TOTAL	BASE	UNIFORM	NEW BASE	HOLIDAY	TOTAL	BASE	HOLIDAY	TOTAL
CO 1	TRAINEE	\$33,000.00	\$1,650.00	\$34,650.00	\$34,155.00	\$1,000.00	\$35,155.00	\$1,757.75	\$36,912.75	\$36,385.43	\$1,819.27	\$38,204.70
CO 2	COMMUNICATION OFFICER	\$42,000.00	\$2,100.00	\$44,100.00	\$43,470.00	\$1,000.00	\$44,470.00	\$2,223.50	\$46,693.50	\$46,026.45	\$2,301.32	\$48,327.77
CO 3	SENIOR COMMUNICATION OFFICER	\$51,000.00	\$2,550.00	\$53,550.00	\$52,785.00	\$1,000.00	\$53,785.00	\$2,689.25	\$56,474.25	\$55,667.48	\$2,783.37	\$58,450.85

DEFINITION OF STEP SYSTEM:

- CO 1 Starting pay for new employees, through completion of first two years of employment.
- CO 2 Employee will be moved to "CO 2" upon the employee's anniversary date, and completion of the first two years of employment. Employee will remain classified as "CO 2" through the completion of first six years of employment.
- CO 3 Employee will be moved to "CO 3" upon the employee's anniversary date, and completion of the first six years of employment.

**APPENDIX B
TEAMSTER'S LOCAL #35 – COMMUNICATIONS OFFICERS
SALARY SCHEDULE
BY EMPLOYEE – HIRED PRIOR TO JANUARY 1, 2005**

EMPLOYEES HIRED PRIOR TO JANUARY 1, 2005								
Current Employees		All figures are BASE SALARY ONLY, as per schedule on APPENDIX A. Holiday Pay to be included separately as per Agreement.						
Name	Hire Date	End 2004	2005		2006		2007	
			Jan 1	Anniversary	Jan 1	Anniversary	Jan 1	Anniversary
K. O'Connor	11/26/91	\$41,934.00	\$51,000.00	\$51,000.00	\$53,785.00	\$53,785.00	\$55,667.48	\$55,667.48
P. Pizzerelli	10/17/94	\$36,493.00	\$51,000.00	\$51,000.00	\$53,785.00	\$53,785.00	\$55,667.48	\$55,667.48
K. Wilbur	1/4/99	\$37,993.00	\$42,000.00	\$51,000.00	\$53,785.00	\$53,785.00	\$55,667.48	\$55,667.48
E. Coran	1/21/02	\$33,866.00	\$42,000.00	\$42,000.00	\$44,470.00	\$44,470.00	\$46,026.45	\$46,026.45
J. Slafer	2/24/03	\$31,280.00	\$42,000.00	\$42,000.00	\$44,470.00	\$44,470.00	\$46,026.45	\$46,026.45
S. Figueroa	7/12/04	\$28,673.00	\$33,000.00	\$33,000.00	\$35,155.00	\$44,470.00	\$46,026.45	\$46,026.45
M. Collins	7/12/04	\$28,673.00	\$33,000.00	\$33,000.00	\$35,155.00	RESIGNED		